

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 19, 2003

Division: Growth Management

Bulk Item: Yes X No

Department: Environmental Resources

AGENDA ITEM WORDING: Approval for a Grant Conservation Easement for Lot 11, Block 3 Harbor Course South Section 4, Ocean Reef Plat 13. RE# 00573670-001100.

ITEM BACKGROUND: none

PREVIOUS RELEVANT BOCC ACTION: none

CONTRACT/AGREEMENT CHANGES: none

STAFF RECOMMENDATIONS: approval

TOTAL COST: \$24.00

BUDGETED: Yes N/A No

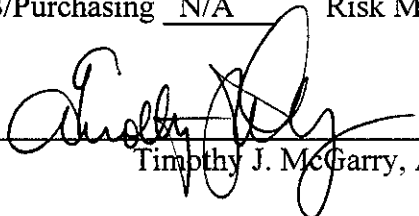
COST TO COUNTY: None

SOURCE OF FUNDS: Kentco Limited Partnership

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing N/A Risk Management N/A

DIVISION DIRECTOR APPROVAL:


Timothy J. McGarry, AICP

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # L2



DEED RESTRICTION

This DEED RESTRICTION is made by and between KENTCO LIMITED PARTNERSHIP, whose address is 2200 W. 138th Street, Blue Island, Illinois, 60406, County of Cook, State of Illinois (Grantor), and MONROE COUNTY, a political subdivision of the State of Florida, whose address is 5100 College Road, Stock Island, Key West, Florida 33040 (Grantee).

The parties recite and declare as follow:

A. Grantor is the owner of certain real property in Key Largo, Monroe County, Florida, more particularly described as Lot 11, Block 3, Harbor Course South Section 4, Ocean Reef Plat 13, as recorded in Plat Book 7, page 8, RE# 00573670-001100.

B. Grantor was issued a permit to develop a single family home and other improvements pursuant to Permit #00-3-607. A copy of the site plan showing the extent of the authorized development on the property is attached hereto

C. The Habitat Quality Rating of the property at the time of permitting was "Moderate Quality Low Elevation Tropical Hardwood Hammock" and an isolated wetland.

D. Sec. 9.5-336 of the Monroe County Land Development Regulation provides that "once a development permit has been issued and site preparations commenced, the habitat quality rating . . . shall remain in perpetuity and all future

development of the parcel shall conform to the applicable pineland or hammock so analyzed or stipulated. This shall be assured by attachment of a deed restriction to run with the land, stating the amount of required open space."

Now, therefore, the parties agree as follows:

1. Habitat Quality. The Habitat Quality Rating of the Property is Moderate Quality Low Elevation Tropical Hardwood Hammock and an isolated wetlands.

2. Open Space. The open space for Moderate Quality Low Elevation Tropical Hardwood Hammock at the time of permitting is Sixty Percent (60%) and the open space for isolated wetlands is One hundred percent (100%).

3. Restraint Imposed. Grantor agrees that an Open Space of 60% for that portion of the Property designated Moderate Quality Low Elevation Tropical Hardwood Hammock shall remain in perpetuity, and all future development of the parcel shall conform to the applicable pineland or hammock regulations analyzed or stipulated as of the time of permitting, unless or until modified in accordance with applicable law.

4. Persons Bound. This Deed Restriction is perpetual, and shall run with the land and is binding on all present and subsequent owners and mortgagees of the Property.

5. Entire Agreement. This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement in not binding upon either party except to the extent incorporated in this Agreement.

6. Modification of Agreement. Grantor shall have the right to submit an application for development to amend or modify the terms of this Deed Restriction in accordance with the current land development regulations, and as provided by law. Any such modification or amendment is binding only if evidenced in writing and signed by the owner of the property and an authorized representative of Monroe County.

7. Notice. Any notice provided for or concerning this Agreement must be in writing and is sufficiently given when sent by certified or registered mail, or via an

equivalent service furnished by a private carrier, to the respective address of each party as set forth at the beginning of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Witnesses

Linda M. Ago
Signature

Linda M. Ago
Print Name

Jean Simanis
Signature

Jean Simanis
Print Name

KENTCO LIMITED PARTNERSHIP

**By: Kentco Capital Corporation,
General Partner**

Richard A. Kent
By: Richard A. Kent, Chairman/CEO

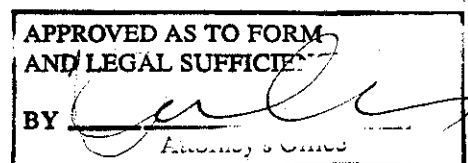
Dated: December 16, 2002

Danny L. Kolhage
Attest: Danny L. Kolhage, Clerk

**BOARD OF COUNTY
COMMISSIONERS OF MONROE
COUNTY, FLORIDA**

Mayor/Chairman
by: Mayor/Chairman

Dated: _____, 2002



State of Illinois

County of Cook

On December 16, 2002, before me the undersigned authority, personally appeared Richard A. Kent, Chairman/CEO of Kentco Capital Corporation, General Partner of Kentco Limited Partnership, who is personally known to me, who acknowledged that he executed the foregoing instrument for the purposes set forth therein.

Carol Ann Cohodes
NOTARY PUBLIC

Notary Stamp and Seal

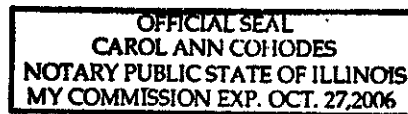


EXHIBIT "A"

LEGAL DESCRIPTION

LOT 11, BLOCK 3, HARBOR COURSE SECTION FOUR, OCEAN REEF PLAT NO. 13, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, AT PAGE 8, OF THE PUBLIC RECORDS OF MONROE COUNTY.

RE# 00573670-001100

